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NOTES OF CASES.

NEGOTIABLE PAPER—SIGNING AS “TRUSTEE.”—The doctrine that the word “trustee” added to the name of the payee of a note does not destroy its negotiability, is declared, in the case of *Central State Bank v. Spurlin* (Iowa), 49 L. R. A. 661, and this is in harmony with the other authorities, as shown by the note to *Fox v. Citizens Banking & T. Co.* (Tenn.), 35 L. R. A. 678.

CORPORATIONS—PROMOTERS—SECRET PROFITS.—The unlawfulness of secret profits of promoters of corporations, shown by a note in 25 L. R. A. 90, is emphasized in the case of *Hayward v. Leeson* (Mass.), 40 L. R. A. 725, which limits remuneration for their services to cases in which a full statement thereof is incorporated in the prospectus, or payment thereof is voted after all the stock has been taken by the public.

RAILROADS—GATES AT PRIVATE CROSSING—DUTY OF KEEPING CLOSED.—The duty of keeping gates closed at a private farm railroad crossing is held, in *Swanson v. Chicago, M. & St. P. R. Co.* (Minn.), 49 L. R. A. 625, to devolve upon the land-owner for whose benefit and convenience the gates are made. The other authorities on the question, as to which there is some conflict, are collected in a note to the case.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE.—The general rule that an intervening impossibility to perform a contract does not relieve from its obligation, as shown by the note in 14 L. R. A. 215, is applied in *Pinkham v. Libby* (Me.), 49 L. R. A. 693, deciding that the death of a stallion, preventing an exercise of the privilege of return for second service, does not create any failure of consideration which will give a right to repayment of the sum paid for a fruitless service.

NEGLIGENCE—VOLUNTARY EXPOSURE TO SAVE LIFE OF ANOTHER.—Going into a trench in a city street, filled with deadly gas, to rescue a boy who has been overcome therein by the gas while after a ball, is held, in *Corbin v. Philadelphia* (Pa.), 49 L. R. A. 715, not to be such negligence as will relieve the city from liability for the death of the person who attempts the rescue of the boy. This case is annotated by the authorities on voluntarily incurring danger to save the life of another person.

DRAINAGE STATUTES—EMINENT DOMAIN—PRIVATE PURPOSES.—The assessment of the expense of constructing a drain, under the New York statute, upon other land-owners as well as upon the petitioner, is held, in *Re Tuthill* (N. Y.), 49 L. R. A. 781, to be in violation of the constitution, which contemplates that the expense shall be borne by the petitioner alone.

Annotation to this case presents the authorities on the drainage of private lands as public purpose within the law of eminent domain.